

ADMINISTRATIVE STANDARDS

under the

**Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal
Protection Bond Act of 2000**



May 2001

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**



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Project Officers' names and geographic assignments can also be found on the Department's web site at <http://www.parks.ca.gov/grants/contact.htm>.

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A Note to the Reader

The following Administrative Guidelines contain elements that are common to all 2000 Bond Act programs administered by the Department of Parks and Recreation, Office of Grants and Local Services.

Additional guidelines for individual 2000 Bond Act programs will be available for review and comment when they are posted on our web site. These individual program guidelines may contain additional elements, definitions, and requirements that are specific to each program.

I. DEFINITIONS

Capitalized words and terms, other than the first word of each sentence, appear in these guidelines. These are defined in the Definition Section below.

“Acquisition” means to obtain from a willing seller a fee interest or any other interest, including easements and Development rights, in real property.

“Allocation” means a distribution of funds, or an expenditure limit established for an agency for one or more Projects.

“Applicant” means an agency or organization requesting funding from a program administered by the Department.

“Application” means the individual Application Form and its required attachments for grants pursuant to the enabling legislation and/or program.

“Appropriation” means a budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.

“Bond Act” means the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000.

“CEQA” means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq; Title 14, California Code of Regulations Section 15000 et. seq.

“Competitive” means the Allocation of monies for one or more Projects for the Acquisition or Development of recreational lands and facilities on a Project-by-Project basis, based upon need, through a Competitive process.

“Contract” means an agreement between the Department and Grantee specifying the payment of funds by the Department for the performance of the Project Scope within the Project Performance Period by the Grantee.

“Department” means the California Department of Parks and Recreation.

“Development” means improvements to real property by construction of new facilities or renovation or additions to existing facilities.

“Director” means the Director of the California Department of Parks and Recreation.

“Force Account” means Project work performed by a Grantee’s own work force.

“Grantee” means an Applicant who has a Contract for grant funds.

Definitions (continued)

“Historical Resource” includes, but is not limited to, any building, structure, site area, place, artifact, or collection of artifacts that is historically or archaeologically significant in the cultural annals of California.

“In-Kind” means those funds and/or donations, which may be from a non-state source, and which may include local, state, or private funds, as well as materials and services.

“Need-basis Grant” means the Allocation of monies for one or more Projects for the Acquisition or Development of recreational lands and facilities on a Project-by-Project basis, based upon need, through a Competitive process. Also referred to as a “Competitive grant”.

“Project” means the Acquisition, Development, enhancement, restoration or other activity to be accomplished with grant funds.

“Project Grant Amount” means the amount of Grant funds assigned to a specific project.

“Project Officer” means an employee of the Department, who acts as a liaison with Grantees and administers Bond Act grants.

“Project Performance Period” means the period of time that the grant funds are available, and the time in which the Project must be completed, billed and paid.

“Project Scope” means the description or activity of work to be accomplished on the Project.

“Stewardship” means the Development and implementation of Projects for the protection, preservation, rehabilitation, restoration, improvement of natural systems and outstanding features and historical and cultural resources.

“Tenure” means the Applicant owns the land or has another long-term agreement with the landowner. (See Appendix D).

Note: Authority cited: Section 5003 ; [Public Resources Code](#). Reference: Sections 5096.308(a), (g) and (j)(1), [Public Resources Code](#), Section 6500 et. seq., [State Government Code](#).

II. INTRODUCTION

Departmental Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration and education of the people of California by helping to preserve the state’s extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Departmental Focus

As California edges into the 21st Century, the most significant aspect of our mission is to ensure that future generations are able to enjoy California’s diverse natural and cultural heritage while enjoying its outstanding recreational opportunities.

The Department of Parks and Recreation will play an important role as a leader among park, recreation and resource management service providers. The Department will not only strengthen its bond with its traditional partners, including government agencies,

Departmental Focus (continued)

cooperative associations, foundations, user groups, environmental organizations, and numerous other non profits, but will also form new partnerships with a broad range of service providers to ensure the Department connects with all Californians.

Responding to the recreational and open-space needs of a growing population and expanding communities, the 2000 Bond Act will revive state Stewardship of natural and cultural resources by investing in neighborhood and state parks, coastal beaches, scenic areas, and promoting clean water protection. Local and state parks provide safe places to play in neighborhoods, splendid scenic landscapes, exceptional experiences, and world-recognized recreational opportunities, and in so doing, are vital to California's quality of life and economy.

Together, we share the ability and the responsibility to carry on a proud century-old heritage of Stewardship and enjoyment!

2000 Bond Act Intent

The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, responding to the recreational and open-space needs of a growing population and expanding urban communities, is intended to revive state Stewardship of natural resources by investing in neighborhood parks and state parks, clean water protection and coastal beaches and scenic areas.

III. PROGRAM DESCRIPTION

State Administrative Costs

The State costs of administering the Bond Act shall be paid out of the bond proceeds. These costs shall be shared proportionately by each program funded through this Bond Act.

NOTE: Authority cited: Section 5003; [Public Resources Code](#). Reference: Section 5096.367; [Public Resources Code](#).

IV. IMPORTANT POINTS

- Grant funds are not available for expenditure until they are appropriated in the state budget and there is a fully executed Contract between the Department and the Grantee.
- The Grantee may spend up to 25% of Project funds for non-construction costs, including grants administration, plans, permits, specifications, CEQA compliance, and/or Acquisition documents.

IMPORTANT POINTS (continued)

- For Per Capita and RZH Block Grants: At the time of application, the Applicant must provide, at a minimum, either (1) a notice of exemption filed with the county clerk, or (2) an initial study with a description of how the applicant will comply with CEQA. If the Applicant has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Applicant directly related to the CEQA process can be applied to the non-construction costs limit.
- For Competitive Grants: At the time of application, the Applicant must provide, at a minimum, either (1) a notice of exemption filed with the county clerk, or (2) an initial study with a description of how the applicant will comply with CEQA. The Applicant has one year from the date of announcement of grant award to complete the CEQA process. If the Applicant has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Applicant directly related to the CEQA process can be applied to the non-construction costs limit.
- Costs related to construction management and grants administration, which can be documented as direct charges, are eligible. Indirect costs are ineligible.
- Grantees must have a signed Contract with the Department within three years from the Appropriations date.
- The Grantee shall complete all funded Projects and submit final documentation by March 1, eight years from the date of Appropriation, to process the final payment. All Grant funds that have not been expended by the Grantee shall revert to the Bond Act fund and be available for Appropriation by the Legislature for one or more of the categories that the Legislature determines to be of the highest priority statewide.
- For Development Projects, the Applicant must own the land or hold a lease or other long-term interest in the land that is satisfactory to the Department. If a grant Applicant does not have fee title to the lands, the Applicant shall demonstrate to the satisfaction of the Department that the proposed Project will provide benefits that are commensurate with the type and duration of the interest in land that is held by the Applicant (See Appendix D).

IMPORTANT POINTS (continued)

- All real property shall be acquired from a willing seller and in compliance with current laws governing relocation and Acquisition of real property.
- Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
- Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding from the 2000 Bond Act shall post signs acknowledging the source of the funds. (See Appendix E).

NOTE: Authority Cited: Section 5003; [Public Resources Code](#). Reference: Sections 5096.301, 5096.307 (a) (b), 5096.309, 5096.341 (a) (d)(1) and (2), 5096.342(b), and 5096.343(a); [Public Resources Code](#).

V. GRANT PROCESS

Grant Process for Per Capita and RZH Block Grants

The Grantee shall receive a Contract for the entire amount by submitting a signed resolution from their governing body. The Grantee shall submit individual Project application form(s) for each eligible Project within their jurisdiction.

1. The Applicant submits authorizing resolution to the Department.
2. The Department reviews the resolution and sends a contract to the Applicant for signature.
3. The Applicant returns the signed contract to the Department.
4. The Department returns a fully executed Contract to Grantee.
5. The Grantee submits individual Project Application(s) to the Department.
6. The Department reviews the application materials and sends letter of approval to the Grantee or requests additional information. The Grantee may submit payment request for a 10% advance of the Project Grant Amount specified in the pending Application, to be spent on costs such as plans, permits, specifications, and/or CEQA compliance.
7. Once the Application is approved, including CEQA and permits, the Grantee commences work on the Project.
8. The Grantee may submit a payment request for up to 80% advance of the Project Grant Amount.
9. The Grantee posts 2000 Bond Act signs acknowledging the source of funds.
10. The Grantee completes Project and submits Project completion package.
11. The Department Project Officer makes final on-site Project inspection.
12. The Department sends final payment.
13. The Department may perform an audit of completed Project.

Grant Process for Competitive grants:

1. The Applicant determines the amount of funds needed for the Project.
2. Applicant prepares and submits a Grant Application package to the Department, including the signed Resolution, by the Application deadline.
3. The Department evaluates all applications based on eligibility and ranking criteria.
4. The Department selects the Projects for funding.
5. The Department informs the Applicants of approval/disapproval.
6. The Applicant receives instructions to initiate the grant award process from the Department.
7. The Department sends the Contract to the successful Grantee.
8. The Grantee returns a signed copy of the Contract to the Department.
9. The Department returns a fully executed Contract to the Grantee.
10. The Grantee may request a 10% advance of the Project Grant Amount specified in the approved Application, to be spent on costs such as plans, specifications, or CEQA compliance.
11. Once CEQA has been completed, the Grantee commences work on the project, and may submit payment request up to 80% of Project Grant Amount.
12. The Grantee posts 2000 Bond Act signs acknowledging the source of funds.
13. The Grantee completes Project and submits Project completion package.
14. The Department Project Officer makes final on-site Project inspection.
15. The Department sends final payment.
16. The Department may perform an audit of completed Project.

VI. PROJECT APPLICATION PROCESS

Project Application for Per Capita and RZH Block Grants

Unless otherwise specified, the Project Application shall consist of the following items:

- Project Application Form
- At the time of application, the Applicant must provide, at a minimum, either (1) a notice of exemption filed with the county clerk, or (2) an initial study with a description of how the applicant will comply with CEQA.
- Evidence of adequate land tenure (lease, joint powers agreement, etc.) (See Appendix D)
- Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project
- Parcel Map (Acquisition Projects)
- Acquisition schedule (Acquisition Projects)
- Site plan (Development Projects)
- Cost estimate (Development Projects)

Project Application for Per Capita and RZH Block Grants (continued)

- Source of additional funds
- Required Permits
 - ❑ State Lands Commission
 - ❑ San Francisco Bay Conservation and Development Commission (BCDC)
 - ❑ Regional Coastal Zone Protection Commission
 - ❑ Corps of Engineers
- All leases, agreements, etc. affecting Project lands or the operation and maintenance thereof
- Applications shall be accompanied by certification from the Applicant's planning agency that the Project is consistent with the park and recreation element of the city or county general plan, the District park and recreation plan, or the appropriate planning document, as the case may be, and will satisfy a high priority need.

Project Application for Competitive grants

Unless otherwise specified, the Project Application shall consist of the following items:

- Project Application Form
- Authorizing Resolution from the Applicant's governing body
- Project Proposal Narrative
- At the time of application, the Applicant must provide, at a minimum, either (1) a notice of exemption filed with the county clerk, or (2) an initial study with a description of how the applicant will comply with CEQA. The Applicant has one year from the date of announcement of grant award to complete the CEQA process.
- Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project
- Parcel Map (Acquisition Projects)
- Acquisition schedule (Acquisition Projects)
- Site plan (Development Projects)
- Cost estimate (Development Projects)
- Source of additional funds
- Required Permits
 - ❑ State Lands Commission
 - ❑ San Francisco Bay Conservation and Development Commission (BCDC)
 - ❑ Regional Coastal Zone Protection Commission
 - ❑ Corps of Engineers

Project Application for Competitive grants (continued)

- All leases, agreements, etc., affecting Project lands or the operation and maintenance thereof
- Articles of incorporation, if nonprofit Applicant
- Applications shall be accompanied by certification from the Applicant's planning agency that the Project is consistent with the park and recreation element of the city or county general plan, the District park and recreation plan, or the appropriate planning document, as the case may be, and will satisfy a high priority need.

VII. ADMINISTRATION PROCESS

Changes to Project Scope

A Grantee wishing to change the Project Scope of an approved Project shall submit any changes to the original Project Scope in writing to the Department for prior approval. For Competitive Projects, the Department will not approve changes in Project Scope unless the scope meets the exact need cited in the original Application.

Project Withdrawals

The Grantee may withdraw a Project. The Grantee shall notify the Department in writing of a Project withdrawal. If the Grantee has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Grantee directly related to the CEQA process are eligible costs to a maximum of 25% of the Project Grant Amount.

Eligible Costs

Costs related to construction management and grants administration, which can be documented as direct charges, are eligible. Indirect costs are ineligible.

COSTS	EXPLANATION	EXAMPLES
Non-Construction Costs	<ul style="list-style-type: none"> Costs incurred after the date funds have been appropriated by the Legislature. 	<ul style="list-style-type: none"> CEQA compliance Construction plans Appraisals Acquisition documents, etc.
Personnel or Employee Services	<ul style="list-style-type: none"> Must be computed according to Grantee's prevailing wage or salary scales. Must be computed on actual time spent on Project. Must not exceed Grantee's established rates for similar positions. 	<ul style="list-style-type: none"> Wages and benefits. Work performed by another section/department in agency
Consultant Services	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project. Consultants must be paid in compliance with the Grantee's customary method and rate. No consultant fee shall be paid to Grantee's own employees without prior approval. 	<ul style="list-style-type: none"> Costs paid to consultants necessary for the Project.
Construction	<ul style="list-style-type: none"> All necessary construction activities. 	<ul style="list-style-type: none"> Facility Development
Construction Equipment	<ul style="list-style-type: none"> Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes. Grantee may use the California Department of Transportation's equipment rental rates as a guide. Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage. Equipment use charges must be made in accordance with Grantee's normal accounting practices. Grantee must describe the work performed, the hours used, and related use to Project. 	<ul style="list-style-type: none"> Rental equipment Purchased equipment Project
Fixed Equipment	<ul style="list-style-type: none"> Equipment permanently fixed to Project facility. 	<ul style="list-style-type: none"> Picnic Tables Play Equipment
Construction Supplies/Materials	<ul style="list-style-type: none"> May be purchased for specific Project, or may be drawn from central stock if claimed costs are no higher than those Grantee would pay. Costs may be capitalized according to Grantee's policy. Grantee may only claim those costs reasonably attributable to Project. 	<ul style="list-style-type: none"> Materials such as concrete, wood, etc. Supplies such as hammers, nails.
Relocation Costs	<ul style="list-style-type: none"> Costs resulting in displacement of person/business. Grantee shall comply with State Relocation Act requirements. (Chapter 16, Section 7260, Government Code) 	<ul style="list-style-type: none"> See Chapter 16, Section 7260, State Government Code.
Acquisition Costs	<ul style="list-style-type: none"> Costs of acquiring real property. 	<ul style="list-style-type: none"> Purchase price/appraisals Title/escrow fees
Miscellaneous	<ul style="list-style-type: none"> All Project-related costs. 	<ul style="list-style-type: none"> Communications expenses Insurance Transportation costs Signs/interpretive aids

Payment Process

The following table illustrates the grant fund payment process for Acquisition and Development Projects:

ACQUISITION PROJECT	DEVELOPMENT PROJECT
<ul style="list-style-type: none">• The Grantee may request a 10% advance of the Project Grant Amount as specified in the approved Application, to be spent on costs such as CEQA compliance.• The Grantee may request up to 80% of the Project Grant Amount as specified in the approved Application or 100% of the actual Acquisition cost, whichever is less, after the property is in escrow. This Project advance shall be immediately placed into escrow.• After completion of the Project, the Grantee submits support materials and requests final payment.	<ul style="list-style-type: none">• The Grantee may request a 10% advance of the Project Grant Amount as specified in the approved Application, to be spent on costs such as plans, specifications, CEQA compliance.• The Grantee may request up to 80% of the total grant amount, either when construction has commenced, or after the construction contract is awarded.• After completion of the Project, the Grantee submits support materials and requests final payment.

Payment Request Forms

Requests for payment are submitted on DPR Form 212, Payment Request Form (See Appendix B).

Grantees should allow four to six weeks to receive payment after submitting a completed Payment Request to the Department. When completing the payment request forms, all figures should be rounded to the nearest dollar.

Interest Earned From An Advance

Any interest earned from Project an advance shall be returned to the Department unless it is used for Project costs.

Loss of Funding

The following actions may result in a Grantee's loss of funding:

- A Grantee fails to obtain a Contract within three years of Appropriation of program funds
- A Grantee withdraws from the grant program
- A Grantee fails to complete all funded Projects and/or fails to submit all documentation within eight years from the date of Appropriation of program funds

Project Site Visits

The Grantee shall permit periodic on-site visits, including a final inspection of property and/or facilities acquired and developed utilizing 2000 Parks Bond Act funds to determine if the work performed is in accordance with the approved Project Scope.

Public Access

The Grantee shall provide for public access, in accordance with the intent and provisions of the enabling legislation and/or program.

Project Completion

Upon Project completion, the Grantee submits the final Payment Request form, final Project costs, and Project Certification form, which is included in the Project Completion package (See Appendix C).

Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5003, [Public Resources Code](#)

VIII. STATE AUDIT**Audit Purpose**

Projects are subject to audit by the Department for three years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee as they relate to the Project for which funds were granted.

The Grantee shall have the Project records, including the source documents and cancelled warrants, readily available to the Department. The Grantee shall also provide an employee having knowledge of the Project to assist the Department's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the Department.

Accounting Requirements

Grantees shall maintain an accounting system that does the following:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards
- Provides good audit trails, especially the source of original documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.)
- Provides accounting data so the total cost of each individual Project can be readily determined

Records Retention

All Project records must be retained for at least one year following an audit.

Note: Authority cited: Section 5003; [Public Resources Code](#). Reference: Section 5003; [Public Resources Code](#)

IX. APPENDICES

APPENDIX A - GRANT CONTRACT PROVISIONS

Grant Contract
Special Provisions

General Provisions

A. Definitions

1. The term "Act" as used herein means the Appropriation for the Program.
2. The term "Acquisition" means to obtain from a willing seller a fee interest or any other interest, including easements and Development rights, in real property.
3. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or program.
4. The term "Development" means improvements to real property by construction of new facilities or renovation or additions to existing facilities.
5. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
6. The term "Project" as used herein means the Project described on page 1 of this Contract.
7. The term "State" as used herein means the State of California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of grant monies in the Act, the State hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page 1, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1, and under the terms and conditions set forth in this Contract.

Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

2. Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.; Title 14, California Code of Regulations, Section 15000 et. seq.)
4. If the Project includes Development, the Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and disabled access laws.
5. Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.

6. Prior to the commencement of any work, Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval. For competitive Projects, changes in the Project Scope must be approved in writing by the State and must meet the exact, same need described in the original Project Application.
7. If the Project includes Acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property Acquisition.
8. Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and/or program.
9. Pursuant to guidelines issued by the Secretary of the Resources Agency, all recipients of funding shall post signs acknowledging the source of funds .
10. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land as determined by the State that is held by the Grantee.
11. Grantee shall maintain and operate the property funded pursuant to this chapter for a period that is commensurate with the type of Project and the proportion of state funds and local matching funds or property allocated to the capital costs of the Project. With the approval of the State, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. Grantee shall use the property only for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property, except as authorized by specific act of the Legislature. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements. If the use of the property is changed to a use that is not permitted by the category from which the grant funds were appropriated, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be used by the Grantee for a purpose authorized by that category, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for appropriation by the Legislature only for a purpose authorized by that category. If the property sold or otherwise disposed of is less than the entire interest in the property funded with the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized by the category from which the funds were appropriated, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for appropriation by the Legislature only for a use authorized by that category.
12. Lands acquired with funds from the Act shall be acquired from a willing seller of the land.
13. The Application shall be accompanied by certification from the Grantees' planning agency that the Project for which the grant is requested is consistent with the park and recreation element of the applicable city or county general plan, the district park and recreation plan, or the appropriate planning document, as the case may be, and will satisfy a high priority need.

C. Project Costs

The Grant monies to be provided to the Grantee under this Contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse to Grantee the grant monies as follows, but not to exceed, in any event, the Project Grant Amount set forth on page 1 of this Contract:
 - a. When Acquisition is through negotiated purchase, State may disburse the amount of the State approved purchase price together with State approved costs of Acquisition when an escrow is opened.
2. If the Project includes Development, the State may disburse to Grantee the grant monies as follows, but not to exceed in any event the Project Grant Amount set forth of page 1 of this Contract:
 - a. Up to a ten percent advance of the total Grant Project amount.
 - b. On proof of award of a construction contract or commencement of construction by force account, up to eighty percent of the total Grant Project amount, or the actual cost, whichever is less.
 - c. Remaining grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. Grantee shall promptly submit written Project reports as the State may request. In any event Grantee shall provide State a report showing total final Project expenditures.
2. Grantee shall make property and facilities acquired or developed pursuant to this Contract available for inspection upon request by the State.
3. Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place monies in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant monies shall be used on the Project or paid to the State. If grant monies are advanced and not expended, the unused portion of the Grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between Grantee and State.
2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure by the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.
5. Grantee and State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

2. Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with grant monies under this Contract only for the purposes for which the State grant monies were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall maintain and operate the property acquired or developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the capital costs of the Project, as determined by the State.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or program.

J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.

APPENDIX B - PAYMENT REQUEST FORM

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

**PAYMENT REQUEST
State Grant Programs**

See Instructions on reverse

1. PROJECT NUMBER		2. CONTRACT NUMBER	
3. GRANTEE			
4. PROJECT TITLE			
5. TYPE OF PAYMENT			
ADVANCE <input type="checkbox"/>	REIMBURSEMENT <input type="checkbox"/>	FINAL <input type="checkbox"/>	

**6. PAYMENT INFORMATION
(ROUND ALL FIGURES TO THE NEAREST DOLLAR)**

a. Project Amount \$ _____

b. Funds Received to Date \$ _____

c. Available (a. minus b.) \$ _____

d. Amount of This Request \$

e. Remaining Funds After This Payment (c. minus d.) \$ _____

7. SEND WARRANT TO

GRANTEE NAME _____

STREET ADDRESS _____

CITY, STATE, ZIP CODE _____

ATTENTION _____

8. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE
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FOR DEPARTMENT OF PARKS AND RECREATION ONLY

PAYMENT APPROVAL SIGNATURE	DATE
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DPR 212 (Rev.5/01) (Front)

PAYMENT INSTRUCTIONS

One Payment Request Form must be submitted for each grant Project

The following instructions correspond to items on the Payment Request Form:

1. PROJECT NUMBER -- The number assigned by the State to this Project.
2. CONTRACT NUMBER -- As shown in Certification of Funding section of the Project contract.
3. GRANTEE -- GRANTEE name as shown on the Project contract.
4. PROJECT TITLE -- Title of Project for which payment is requested.
5. TYPE OF PAYMENT -- Check appropriate box.
6. PAYMENT INFORMATION
 - (a) Grant Project Amount -- The amount of state grant funds allocated to this Project.
 - (b) Funds Received to Date -- Total amount already received for this Project.
 - (c) Available -- (a. minus b.)
 - (d) Amount of This Payment Request -- Amount that is being requested.
 - (e) Remaining Funds After This Payment -- (c. minus d.)
7. SEND WARRANT TO -- Grantee name, address and contact person.
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE.

DPR 212 (Rev.5/01) (Back)

APPENDIX C - SAMPLE ACQUISITION SCHEDULE

SAMPLE ACQUISITION SCHEDULE

Parcel No.	Acreage	Estimated Date of Acquisition	Estimated value of Land to be Acquired	Estimated Cost of Relocation	Estimated value of Improvements to be Acquired	Total Estimated Cost
1	25.20	12-85	102,000	4,500	10,000*	116,500
2	2.97	12-85	19,000	-	-	19,000
3	6.00	1-86	21,000	-	-	21,000
4	37.13	3-86	76,500	-	-	76,500
			Administration of relocation program			1,000
			Relocation			7,000
Total Acreage	71.30					
			TOTAL			241,000

*Explain proposed use or disposition of improvements.

APPENDIX D - PROJECT COMPLETION PACKAGE

PROJECT COMPLETION STATE PARK GRANT PROGRAMS

These forms are necessary to complete State grant Projects. Any questions should be directed to your Project Officer.

1. READ ALL FORMS. Share them with individuals who will be preparing the financial documents.
2. Use these forms for all State grant programs. Make copies of the forms as needed.
3. FORMS: The forms have been designed for your convenience. You may elect to use another format provided that all requested information is presented in a clear and concise manner.
4. REMEMBER, YOU ARE REQUIRED TO KEEP SOURCE DOCUMENTS FOR ALL EXPENDITURES RELATED TO EACH GRANT FOR AT LEAST THREE YEARS FOLLOWING PROJECT COMPLETION, AND AT LEAST ONE YEAR FOLLOWING AN AUDIT . A Project is considered complete upon receipt of final grant payment from the State.
5. The specific State grant program procedural guide provides further information on Project administration.

PROJECT COMPLETION CHECKLIST

Please submit the following documentation to receive final payment for the grant Project. Incomplete documentation may result in a delayed payment.

REQUIRED:

1. Payment Request Form – One copy of the payment request form, DPR 212, signed by authorized representative. (Appendix B)
2. Project Certification Form – Insure that the form is completely filled out and signed by the Grantee representative responsible for fiscal accountability.
3. Project Cost Summary Form – Use this form or equivalent for final payment requests and reimbursement requests to summarize all Project costs. Include warrant number, date, recipient, purpose (i.e. construction Contract, fencing materials) and amount.

IF APPLICABLE:

4. Labor Costs Summary Form – Summarize any in-house labor costs charged to the Project; the summary should note the location of source documentation to verify the summary (i.e., journal voucher number, work authorization, etc.). You may claim standard hourly wages plus benefits; no overhead.
5. Equipment Cost Summary Form – include type of equipment, dates, amount, work performed. Indicate how the rate was obtained (i.e., Department of Transportation standards).

PROJECT CERTIFICATION FORM

GRANTEE:_____PROJECT NUMBER:_____

GRANTEE CONTACT FOR AUDIT PURPOSES NAME:_____

ADDRESS:_____

PHONE:(_____)_____

PROJECT DESCRIPTION – List facilities developed and/or property acquired:

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):

INTEREST EARNED ON ADVANCE GRANT FUNDS: \$_____

HAS A NOTICE OF COMPLETION BEEN FILED? YES____ NO____

IF NO, PLEASE EXPLAIN:

CERTIFICATION:

I hereby certify that all grant funds were expended on the above named Project(s) and that the Project(s) is complete and we have made final payment for all work done.

Grantee Fiscal Representative, Title

Date

PROJECT COSTS SUMMARY FORM

Project Number _____

Warrant/Check Number	Date	Recipient Amount	Purpose	Amount
-------------------------	------	---------------------	---------	--------

Total Labor Costs (from attached form) \$ _____

Total Equipment Costs (from attached form) \$ _____

Subtotal \$ _____

Grand Total \$ _____

LABOR COSTS SUMMARY FORM

Project Number _____

Work Authorization #	Unit Performing Work	Dates/ Pay Period	Purpose	Amount
-------------------------	-------------------------	----------------------	---------	--------

(Carry Total forward to Project Costs Summary Form) Total \$ _____

EQUIPMENT COSTS SUMMARY FORM

Project Number_____

Type of Equipment	Dates Work Performed	Amount
-------------------	----------------------	--------

(Carry Total forward to Project Costs Summary Form) Total _____

APPENDIX E - LAND TENURE SCALE

Minimum Land Tenure Requirements

Applicants must certify to the Department that they have adequate control of, and Tenure to, properties to be improved under the 2000 Bond Act. Adequate control includes, but is not limited to, ownership, lease, easement, joint powers agreement, or other long term interest in the property.

The Department recognizes that specific recreation activities may change over time; however, the property must remain available for public recreation use.

The Grantee shall:

- (1) Maintain and operate the property funded pursuant to this chapter for a period that is commensurate with the type of Project and the proportion of state funds and local matching funds or property allocated to the capital costs of the Project (See time scale below). With the approval of the Department, the Grantee or, the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. A lease or other short term agreement can not be revocable at will by the lessor.
- (2) Use the property only for the purpose for which the grant was made and to make no other use or sale or other disposition of the property, except as authorized by a specific act of the legislature.

TIME SCALE

The Department requires that the Grantee agree to use the property for public recreation use according to the time scale given below:

- Grants up to and including \$100,000 require at least 10 years of Land Tenure and Public Recreation Operation
- Grants exceeding \$100,000 require at least 20 years of Land Tenure and Public Recreation Operation

Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.342(b), 5096.343, [Public Resources Code](#)

APPENDIX F - SIGN GUIDELINES

SIGN GUIDELINES

Authority

All Projects funded by the "The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000" ([2000 Bond Act](#)) must include a posted sign acknowledging the source of the funds following guidelines developed by the California Resources Agency.

Purpose:

Installation of signs at all Project sites is required to acknowledge the public's support of the 2000 Parks Bond Act and promote the benefits provided by Bond fund assistance.

Types of Signs

1) Sign posted during construction (required for specific situations)

For Projects funded with 2000 Park Bond Act funds in excess of \$750,000 and/or those Project in areas of high visibility (such as near a major thoroughfare) a sign is required during construction.

Recommended minimum size of sign: 4.5 feet x 7.5 feet

2) Signs Posted Upon Completion (required for all Projects)

All Grantees are required to post a sign at the Project site. The sign must be available for the final inspection of the Project. All signs must include the universal logo (see information on the logo below).

There is no minimum or maximum size for the sign (other than the minimum size for the logo) as long as the sign contains the required wording (see below).

Language for Sign

All signs will contain the minimum language below:

(Description of Project)

Another Project to Improve California Parks *(optional: coast, trails, urban parks, etc)* **funded by the 2000 Parks Bond Act**
Optional: The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (the Villaraigosa-Keeley Act)

Rusty Arieas, Director California Department of Park and Recreation

Mary Nichols, Secretary for Resources

Gray Davis, Governor

The name of the director of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the Project.

Universal Logo

All signs will contain a universal logo (a copy is below) which will be equated with the 2000 Bond Act statewide. The logo will be on a template, available through the Internet <http://resources.ca.gov/bond/>. Your Project officer can also provide the logo on disk.

- The universal logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate.

Sign Construction:

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Duration:

The goal is to have Project signs in place for a lengthy period of time, preferably a minimum of two years for all Projects and four years for Projects over \$750,000.

Sign Cost:

The cost of the sign(s) is an eligible Project cost. More permanent signage is also encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.

Appropriateness of Signs:

For Projects where the required sign may be out of place (such as some cultural and historic monuments and buildings or where affected by local sign ordinances), the Project Officer in consultation with the Applicant may authorize a sign that is appropriate to the Project in question. Alternate signage must be clearly recognizable as a 2000 Parks/Water Bond Project. Archaeological sites are excluded from the sign requirement.

Signs on State Highways:

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

Further Questions:

The Grantee should consult with the Project Officer to resolve any sign issues.

Following is a sample logo:



Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.309, [Public Resources Code](#).